

1 CENTER FOR DISABILITY ACCESS
2 RAYMOND G. BALLISTER, JR., SBN 111282
3 ELLIOTT MONTGOMERY, ESQ., SBN 279451
4 Mail: P.O. Box 262490
5 San Diego, CA 92196-2490
6 Deliveries: 9845 Erma Road, Suite 300
7 San Diego, CA 92131
8 Phone: (858) 375-7385
9 Fax: (888) 422-5191
10 elliottm@potterhandy.com

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MAY 17 2019



11 Attorneys for Plaintiff Luis Marquez

12 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
13 A Limited Liability Partnership
14 Including Professional Corporations
15 GREGORY F. HURLEY, Cal. Bar No. 126791
16 ghurley@sheppardmullin.com
17 MICHAEL J. CHILLEEN, Cal. Bar No. 210704
18 mchilleen@sheppardmullin.com
19 650 Town Center Drive, 4th Floor
20 Costa Mesa, California 92626-1993
21 Telephone: 714.513.5100
22 Facsimile: 714.513.5130

23 Attorneys for Defendant Ralphs Grocery Company

24 UNITED STATES DISTRICT COURT
25 CENTRAL DISTRICT OF CALIFORNIA

26 Luis Marquez,

27 Plaintiff,

28 v.

Ralphs Grocery Company, an
Ohio Corporation; and Does 1-10,

Defendants

Case No. 2:18-cv-04239-DSF-PJW

STIPULATED CONFIDENTIALITY AND
PROTECTIVE ORDER

SMRH:490358012.1

1 The parties hereby stipulate that the following provisions shall apply to all discovery in this
2 litigation, to govern the use and dissemination of information, documents, and other tangible items
3 designated as CONFIDENTIAL INFORMATION as set forth below:

4
5 1. Designation of Confidential Information

6 This Confidentiality and Protective Order applies to all discovery in this action whether
7 directed to the Parties or third parties. Confidential information is information, documents
8 or other material that concerns or relates to personal, private, confidential, commercially
9 sensitive, and/or proprietary information of the Parties which the Parties would normally not
10 reveal to third parties or would cause third parties to maintain in confidence, including,
11 without limitation, trade secrets, website design, non-publicly available financial data,
12 contracts and agreements, current and future business plans, marketing research,
13 development or commercial information, projections, analyses or studies, costs, pricing, or
14 purchasing information, training and operation policies and procedures, sensitive medical
15 information, personal identifying information, and other non-public, confidential information
16 ("CONFIDENTIAL INFORMATION").

17 A Party may designate information as CONFIDENTIAL INFORMATION by placing a stamp or
18 notice stating "CONFIDENTIAL" prior to production. The designation shall be placed on the
19 first page of each document which is bound, stapled, or otherwise affixed by a permanent or
20 semi-permanent means of attachment, and on each page of any document not so affixed. If
21 information is produced in electronic format, such information may be designated as
22 CONFIDENTIAL INFORMATION by placing a stamp or notice on the storage medium.

23
24 With respect to documents produced by third parties, designation may be made within 45
25 days after receipt by counsel. With respect to documents made available for inspection and
26 copying, designation need not be made until after inspection and selection by counsel. Any
27 such designated documents shall be stamped "CONFIDENTIAL" by the copying service
28 selected by the inspecting Party.

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2 Information disclosed at a deposition (including without limitation, questions, answers and
3 exhibits) may be designated as CONFIDENTIAL INFORMATION by a statement on the record,
4 or in writing within 30 days after completion of the original transcript of the deposition. The
5 entire deposition transcript may not be labeled as CONFIDENTIAL INFORMATION, rather, only
6 specific lines that contain CONFIDENTIAL INFORMATION may be so designated. If only a
7 portion or portions of the information or item warrant protection, the Designating Party, to
8 the extent practicable, shall identify the protected portion(s).

9
10 2. Subsequent Designation

11 Information or documents inadvertently disclosed without being designated as
12 CONFIDENTIAL INFORMATION may be subsequently designated as such with written notice
13 of that designation and a replacement copy, marked in accordance with this Protective
14 Order. There will be no breach of this Protective Order for any disclosure made prior to
15 receipt of such notice that would otherwise have been authorized by this Protective Order
16 but for the subsequent designation. Upon correction of a designation, the Receiving Party
17 must make reasonable efforts to ensure that the material is treated in accordance with the
18 provisions of this Protective Order.

19 3. Challenging Designation

20 A Party may challenge the designation of any document as "CONFIDENTIAL INFORMATION"
21 under this Protective Order by notifying the Designating Party in writing of said challenge,
22 including the identity of each document to which the challenge is directed and the bases
23 supporting the challenge. Within seven (7) days of receipt of such challenge, the Parties shall
24 meet-and-confer in good faith in an effort to resolve the matter informally. If the Parties are
25 unable to resolve their dispute, the Challenging Party must file a motion to determine the
26 propriety of the challenged designation. Any motion challenging a designation shall be made
27 in strict compliance the Local Rules of the Central District of California, including the Joint
28 Stipulation requirement. Until the Court rules on the challenge, all Parties shall continue to

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1 treat the material as confidential. The Designating Party shall bear the burden of
2 demonstrating that confidential treatment is warranted.

3
4 4. Permissible Disclosures

5 Material designated as CONFIDENTIAL INFORMATION shall be used only for the prosecution
6 or defense of this litigation and for no other purpose, and may not be disclosed to any person
7 other than:

- 8 A. The Court and its personnel;
9 B. Any mediator or settlement officer that may be retained by the Parties;
10 C. The Parties and their agents, independent contractors, and employees who
11 have a reasonable need to know such information;
12 D. The Parties' counsel of record, including their support staff;
13 E. Consultants or experts retained by any Party for purpose of assisting in the
14 preparation, investigation, or presentation of claims or defenses in this litigation;
15 F. Copy, data, hosting, court reporters, and other providers of litigation services
16 retained by the Parties for the purposes of this litigation; and
17 G. A witness in this litigation that may be examined and may testify concerning
18 CONFIDENTIAL INFORMATION.

19 Any person to whom CONFIDENTIAL INFORMATION is shown and falls within paragraph (B) or
20 (E) shall agree in writing to be bound by the terms of this Protective Order by signing an
21 "Agreement to be Bound by Protective Order" attached as Exhibit A hereto. The original,
22 executed Agreement to be Bound by Protective Order signed by persons receiving
23 CONFIDENTIAL INFORMATION shall be maintained by counsel who obtained the agreement
24 and shall be produced to the Designating Party at his written request.

25
26 Notwithstanding any restrictions in this Confidentiality and Protective Order regarding the
27 use or disclosure of materials designated as CONFIDENTIAL INFORMATION, nothing
28 contained herein shall prevent any Party from disclosing its own CONFIDENTIAL

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1 INFORMATION as deemed appropriate. In addition, nothing contained herein shall prevent
2 any Party from disclosing or using information designated as CONFIDENTIAL INFORMATION
3 that it received from a source other than the discovery process in this action.
4

5 5. Protection from Disclosure

6 Anyone in possession of CONFIDENTIAL INFORMATION shall take reasonable measures to bar
7 access to the designated information by anyone not allowed access pursuant to the terms of
8 this Confidentiality and Protective Order. If anyone subject to this Confidentiality and
9 Protective Order receives a subpoena or other process to produce CONFIDENTIAL
10 INFORMATION, then the recipient shall promptly give notice of the same to the Designating
11 Party's counsel. The recipient may not produce any CONFIDENTIAL INFORMATION prior to
12 the date specified for production to afford the Designating Party an opportunity to object to
13 the process and seek protection from the Court.
14

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed CONFIDENTIAL
16 INFORMATION to any person or in any circumstance not authorized under this Protective
17 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
18 unauthorized disclosures, (b) make reasonable efforts to retrieve all unauthorized copies,
19 notes, excerpts and summaries of the CONFIDENTIAL INFORMATION, and (c) inform the
20 person or persons to whom unauthorized disclosures were made of all the terms of this
21 Protective Order. However, nothing contained in this Confidentiality and Protective Order is
22 intended or should be construed as authorizing a party in this action to disobey a lawful
23 subpoena issued in another action.
24

25 6. Filing and Use in Court of Designated Confidential Documents

26 If any papers to be filed with the Court contain information and/or documents that have
27 been designated as "Confidential Information," the proposed filing shall be accompanied by
28 an application to file the papers or the portion thereof containing the designated information
or documents (if such portion is segregable) under seal; and the application shall be directed

1 to the judge to whom the papers are directed. For motions, the parties shall publicly file a
2 redacted version of the motion and supporting papers.

3
4 The foregoing procedures do not apply to the use of CONFIDENTIAL INFORMATION during
5 trial. The Parties agree to meet-and-confer in advance of the final pretrial conference to
6 discuss the use of CONFIDENTIAL INFORMATION at trial in a manner acceptable to the Parties
7 and the Court.

8
9 7. Non-Termination

10 The provisions of this Confidentiality and Protective Order shall not terminate at the
11 conclusion of this action and the obligation to comply shall continue indefinitely thereafter.
12 Following the conclusion of this litigation (defined as the end of this matter by trial, motion,
13 or settlement and, if concluded by motion or trial, the exhaustion of available appeals or the
14 running of time for taking such appeals, as provided by applicable law), the Parties subject to
15 this Protective Order shall, upon request of the Designating Party, make reasonable efforts to
16 return or destroy all copies of CONFIDENTIAL INFORMATION, but are not required to return
17 or destroy attorney work product or pleadings that may include or quote from CONFIDENTIAL
18 INFORMATION. As used in this subdivision, "all Confidential Material" includes all copies,
19 abstracts, excerpts, and any other format reproducing or capturing any CONFIDENTIAL
20 INFORMATION.

21 IT IS SO STIPULATED.

22
23 DATED: May 15, 2019

CENTER FOR DISABILITY ACCESS

24
25 By: 

26 ELLIOTT MONTGOMERY
27 Attorneys for Plaintiff

28 SMRH:490358012.1

1 DATED: May 10, 2019

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

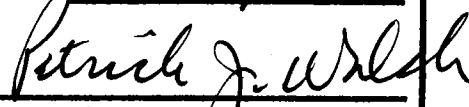
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3
4 By: 

5 MICHAEL J. CHILLEEN

6 Attorneys for Defendant

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9 IT IS SO ORDERED.

10 DATED: 5/17/19

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12 UNITED STATES MAGISTRATE JUDGE

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